

# ***EXHIBIT D***

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March 26, 2019

VIA E-MAIL

Ellen Odoner, Esq.  
Ray C. Schrock, P.C.  
Sunny Singh, Esq.  
Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

Re: Hoffman Estates

Dear Ellen, Ray and Sunny:

Reference is made to that certain Asset Purchase Agreement, dated as of January 17, 2019, by and among Sears Holding Corporation, a Delaware corporation (“SHC”), each of SHC’s subsidiaries party thereto (together with SHC, “Sellers”) and Transform Holdco LLC, a Delaware limited liability company (“Buyer”) (as may be amended, restated, supplemented or modified, from time to time, the “APA”).<sup>1</sup>

On behalf of Buyer, I write in regards to Sellers’ failure to deliver full title to the real property known as Hoffman Estates that Buyer purchased pursuant to the APA and was due to Buyer at Closing.

Specifically, Section 2.1 of the APA provides that, on the Closing Date, Sellers would “sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered” to Buyer, and Buyer would “purchase, all right, title and interest of Sellers in, to or under,” as relevant here, “(c) all Owned Real Property” of Sellers.

<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the APA.

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Owned Real Property is defined in Article I of the APA as “(i) the GOB Owned Stores and (ii) the Operating Owned Properties.” Operating Owned Property is, in turn, defined as the “real property defined in Schedule 1.1(p), including, in each case, all of the right, title and interest of Seller and its Subsidiaries to all Improvements located thereon and all easements and other rights and interests appurtenant thereto and any associated rights to parking.”

Schedule 1.1(p) (“Operating Owned Properties”) lists the Hoffman Estates property as store number “490” in the city of “Hoffman Est.” in the state of “IL.” Accordingly, Buyer acquired title to each parcel to which Sellers held title in Hoffman Estates at the Closing. However, to date, Sellers have delivered deeds to only a subset of the relevant parcels at Hoffman Estates. Buyer requests that Sellers promptly transfer title to each parcel that has not been previously transferred to Buyer for the property known as Hoffman Estates pursuant to the terms of the APA.

Buyer reserves all rights and remedies, including, but not limited to, relating to any action by Sellers to transfer or otherwise encumber any property at Hoffman Estates.

Please do not hesitate to contact me at (212) 225-2354 if you have any questions regarding this matter.

Sincerely,

*Andrew Weaver*

Andrew Weaver